

Baltimore Washington Auto Outlet
 2747 Annapolis Rd
 Hanover MD 21076
 (301)621-2926

DealerCAP

RETAIL PURCHASE AGREEMENTPurchaser's Name(s): **JODI COWLEY MAHDAVI**Deal Number: **3036424**Date: **03/11/2014**Address: **9913 Montauk ave****Bethesda****MD 20817**County: **Montgomery**Home Telephone: **(703)927-3989**

Work Telephone:

DOB: **1972**

E-mail Address:

D.L./State I.D.#: **2037**Issuing State: **MD**

Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2013	MAKE B M W	MODEL 650I XDR	COLOR WHITE	STOCK NO. P5218
SERIAL NO. WBA6B4C53DD097953		ODOMETER READING <input type="checkbox"/> Not Accurate 22003	SALESPERSON	
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR (See Attached Disclosure) <input type="checkbox"/> EXECUTIVE VEHICLE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
WARRANTY STATEMENT				
Unless otherwise indicated below, our Dealership is selling this Vehicle to you with the Implied Warranties Only. No express warranties are given by the Dealership unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the vehicle and the related goods and services. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale. TRADUCCIÓN ESPAÑOLA: VEA EL DORSO. <input type="checkbox"/> USED VEHICLE SOLD AS-IS. The Vehicle you are purchasing is a used Vehicle that is more than 6 model years old and has been driven more than 60,000 miles. Our Dealership expressly disclaims all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose. <input type="checkbox"/> USED VEHICLE LIMITED WARRANTY APPLIES. The Vehicle you are purchasing is covered by a Limited Warranty provided by _____ or _____ months or _____ miles whichever comes first. Please see the attached Limited Warranty. <input type="checkbox"/> You have purchased a Service Contract between you and _____ If our Dealership enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction, we may not disclaim the implied warranties.			CASH PRICE OF VEHICLE 71,995.00	
TRADE-IN VEHICLE INFORMATION Year: 2011 Make: Mercedes-Benz Model: GLK-Class Color: Arctic White Serial No: WDCGG8HBXBF647384 Odometer Reading: <input type="checkbox"/> Not Accurate 29998 Trade-In Allowance: \$22,500.00 Balance Owed & Lienholder: \$34,966.00 Your Trade-In Vehicle is: <input type="checkbox"/> Officially Accepted <input type="checkbox"/> Subject to Official Acceptance Please see "Our Acceptance of Your Trade-In Vehicle" on the reverse side of this Agreement. <input type="checkbox"/> DEPOSIT/PARTIAL PAYMENT: The sum of \$ 23,000.00 was received from you as a Deposit/Partial Payment. See the reverse side of the Agreement for information on our Refund Policies. In the case of a Deposit, we will refrain from selling the Vehicle for _____ days. Purchaser(s): _____ <input type="checkbox"/> CONSENT TO USE OF DEALER NAMEPLATE: I have read the Paragraph titled "NOTICE REGARDING DEALER NAMEPLATE" on the reverse side of this Agreement, understand my rights and hereby consent to the placement of an insignia, logo or other plate that advertises the Dealership's name on the Vehicle. Purchaser(s): _____			OTHER GOODS/SERVICES: (See Attached Addendum Sticker)	
			Service Contract \$0.00	
			GAP \$0.00	
			Credit Life/Disability \$0.00	
			Optional VSI \$0.00	
SUBTOTAL \$71,995.00			DEALER PROCESSING CHARGE (NOT REQUIRED BY LAW) \$200.00	
PDI Fee \$0.00			TOTAL PURCHASE PRICE \$72,195.00	
Registration Fee \$128.00			Title Fee \$125.00	
SALES TAX @ 6.00% % \$2,981.70			LESS: TRADE-IN ALLOWANCE \$22,500.00	
PLUS: BALANCE OWED ON TRADE-IN 34,966.00			License Fee \$46.00	
Lien Filing Fee \$0.00			TOTAL AMOUNT DUE \$87,941.70	
DEPOSIT/PARTIAL PAYMENT \$23,000.00			REBATE \$0.00	
CASH BACK (if applicable) \$0.00			Unpaid Balance Due \$64,941.70	

The front and back of this Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding has been made or entered into or will be recognized. I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser **JODI COWLEY MAHDAVI**

Accepted by Authorized Dealership Representative

Purchaser

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ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER

Terms Used In This Agreement: This Retail Purchase Agreement contains the following words and phrases that appear throughout and have particular meanings:

- **Agreement** - Means this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
- **You, Your** - Means the Purchaser(s) identified on the front side of this Agreement.
- **We, Us, Our** - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.
- **Manufacturer** - Means the company that manufactured the Vehicle.
- **Vehicle** - Means the vehicle that you are purchasing from us as described on the front of this Agreement.
- **Trade-in Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified on the front side of this Agreement.

Our Right to Increase the Price: We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised or the price is increased by the manufacturer. If the price is increased, you may cancel this Agreement with full refund of the Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

Manufacturer's Design Changes: In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to your purchased Vehicle.

Our Acceptance of Your Trade-In Vehicle: If you are delivering a Trade-In Vehicle to us subject to our official acceptance and appraisal, we retain the right to reappraise your Trade-In Vehicle at the time of delivery. If we have officially accepted the Trade-In Vehicle in connection with this transaction, but delivery of the Trade-In Vehicle will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery, provided that the Trade-In Allowance shall not be decreased unless the condition of the Trade-In Vehicle has been changed due to an accident, failure of or damage to major components, or removal or substitution of equipment or accessories. If you are dissatisfied with any reappraisal, you may cancel this Agreement, subject to the Remedies Upon Cancellation set forth below.

Trade-In Vehicle Payoff: If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

Your Representations Regarding the Trade-In Vehicle: You agree to provide us with a Certificate of Title for any Trade-In Vehicle delivered by you to us in connection with this transaction within fourteen (14) days of our acceptance of the Trade-In Vehicle from you. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been declared or titled as a salvage, junk, rebuilt, flood or lemon buyback vehicle, that you have the right to sell or otherwise convey such vehicle, that such vehicle is free and clear of liens or encumbrances, except as may be noted on the front side of this Agreement, that all emission control equipment is on the vehicle and in satisfactory working order, and, unless you have told us otherwise, that you have not removed equipment from the vehicle subsequent to our appraisal and the odometer reading shown is accurate. If you fail to provide us with a Certificate of Title and/or breach any of your warranties as set forth in this Agreement, you agree to pay an amount equal to any actual damages we incur as a result thereof.

Remedies Upon Cancellation for Our Failure to Deliver: You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the Manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled by you with a full refund of any Deposit/Partial Payment if the Vehicle is not delivered to you as specified on the front side of this Agreement.

Remedies Upon Cancellation: You may cancel this Agreement at any time prior to receiving a copy signed by both you and us and receive an immediate refund of any Deposit/Partial Payment. In the event you made a Deposit/Partial Payment at the time you signed this Agreement and you are entitled to receive delivery of the Vehicle without making any further payment, but you fail to accept delivery of the Vehicle in accordance with this Agreement, you shall forfeit the full amount of your Deposit/Partial Payment. If you are required to make an additional payment to us in addition to any Deposit/Partial Payment before we deliver the Vehicle to you and you cancel this Agreement before we deliver the Vehicle to you we shall, within ten (10) days after notice of the cancellation, refund an amount equal to Ninety Percent (90%) of all payments made by you, provided that we were not required to place an order for special optional equipment, paint, or similar items or to modify the Vehicle at your request, in which case we shall refund the Deposit/Partial Payment less our reasonable expenses incurred in the ordering of or the modification of the Vehicle. If you have delivered a Trade-In Vehicle to us as part of this transaction, we will return it to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder.

Vehicle Taxes Not Included: The price of the Vehicle quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the time of delivery of such Vehicle unless expressly so stated. You assume and agree to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.

NOTICE REGARDING DEALER NAMEPLATE: UNDER MARYLAND LAW, WE MAY NOT PLACE AN INSIGNIA, LOGO OR OTHER PLATE THAT ADVERTISES OUR NAME ON THE VEHICLE UNLESS WE NOTIFY YOU OF YOUR RIGHTS CONCERNING THE SAME AND OBTAIN YOUR CONSENT IN THE CONTRACT FOR THE SALE OF THE VEHICLE. WE CAN ENTER INTO AN AGREEMENT WITH YOU TO COMPENSATE YOU FOR YOUR CONSENT TO PLACE AN INSIGNIA, LOGO OR OTHER PLATE THAT ADVERTISES OUR NAME ON THE VEHICLE. IF WE PLACE AN INSIGNIA, LOGO OR OTHER PLATE THAT ADVERTISES OUR NAME ON THE VEHICLE WITHOUT OBTAINING YOUR CONSENT, WE ARE REQUIRED, UPON YOUR REQUEST, TO REMOVE IT AND TO MAKE ALL REPAIRS NECESSARY TO RESTORE THE VEHICLE TO ITS ORIGINAL APPEARANCE AT NO COST TO YOU.

Other Products and Lending Sources: You are not required to purchase any other goods or services from us, nor are you required to obtain financing for this transaction with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of the other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the lender.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY): The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. **SP ANISH TRANSLATION:** Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contenida en el contrato de venta.

GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND.

LIMIT ON DAMAGES: PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

Entire Agreement and Signing of Other Documents: The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire Agreement affecting this transaction. No other Agreement of understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

